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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

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11 CINDY FLORES, an individual;
12 ALEJANDRA HURTADO, an
individual; MIA VILLEGAS, an
individual; JASON AFLAGUE, an
individual; and ZACHARY MILLER,
an individual,

14

Plaintiffs,

15

v.

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CITY OF LAGUNA BEACH, CITY
OF NEWPORT BEACH, and DOES 1-
10, Inclusive,

18

Defendants.

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Case No. 8:24-cv-01898-JVS-JDE
**STIPULATED PROTECTIVE
ORDER**

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Based on the Parties' Stipulation (Dkt. 31) and for good cause shown, the
Court finds and orders as follows.

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1. A. **PURPOSES AND LIMITATIONS**

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Discovery in this action is likely to involve production of confidential,
proprietary, or private information for which special protection from public
disclosure and from use for any purpose other than prosecuting this litigation may
be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
enter the following Stipulated Protective Order. The parties acknowledge that this
Order does not confer blanket protections on all disclosures or responses to

1 discovery and that the protection it affords from public disclosure and use extends
2 only to the limited information or items that are entitled to confidential treatment
3 under the applicable legal principles. The parties further acknowledge, as set forth in
4 Section 12.3, below, that this Stipulated Protective Order does not entitle them to
5 file confidential information under seal; Civil Local Rule 79-5 sets forth the
6 procedures that must be followed and the standards that will be applied when a party
7 seeks permission from the court to file material under seal.

8 **B. GOOD CAUSE STATEMENT**

9 This action involves the City of Laguna Beach and members of the Laguna
10 Beach Police Department. Also involved in this action are the City of Newport
11 Beach and members of the Newport Beach Police Department. Plaintiffs are seeking
12 materials and information that Defendants City of Laguna Beach and City of
13 Newport Beach maintain as confidential, such as personnel files of the police
14 officers involved in this incident, Internal Affairs materials and information, video
15 recordings, audio recordings, photographs, Force Investigation Division materials
16 and information and other administrative materials and information currently in the
17 possession of the Defendants and which the Defendants believes need special
18 protection from public disclosure and from use for any purpose other than
19 prosecuting this litigation.

20 This action is likely to involve the production of confidential records,
21 personal medical records, and investigation information that may implicate third
22 party information, materials protected by the Official Information Privilege,
23 employment or financial information, and confidential information relating to the
24 Defendants and its officers, for which special protection from public disclosure and
25 from use for any purpose other than prosecution of this action is warranted. Such
26 information may implicate the privacy interests of the party and are properly
27 protected through a Fed. R. Civ. P. 26(c) protective order. *Seattle Times Co. v.*
28 *Rhinehart*, 467 U.S. 20, 35 n.21 (1984) (“Rule 26(c) includes among its express

1 purposes the protection of a ‘party or person from annoyance, embarrassment,
2 oppression or undue burden or expense.’ Although the Rule contains no specific
3 reference to privacy or to other rights or interests that may be implicated, such
4 matters are implicit in the broad purpose and language of the Rule.”); *Soto v. City of*
5 *Concord*, 162 F.R.D. 603, 617 (N.D. Cal. 1995) (a party’s privacy rights are to be
6 protected through a “carefully crafted protective order.”).

7 Accordingly, to expedite the flow of information, facilitate the prompt
8 resolution of disputes over confidentiality of discovery materials, adequately protect
9 information the parties are entitled to keep confidential, ensure that the parties are
10 permitted reasonable necessary uses of such material in preparation for and in the
11 conduct of trial, address their handling at the end of the litigation, and serve the ends
12 of justice, a protective order for such information is justified in this Action. It is the
13 intent of the parties that information will not be designated as confidential for
14 tactical reasons and that nothing be so designated without a good faith belief that it
15 has been maintained in a confidential, non-public manner, and there is good cause
16 why it should not be part of the public record of this case.

17 2. **DEFINITIONS**

18 2.1 **Action:** This pending federal lawsuit, *Cindy Flores et al v. City of*
19 *Laguna Beach et al*; Case No. 8:24-cv-01898-JVS-JDE.

20 2.2 **Challenging Party:** a Party or Non-Party that challenges the designation
21 of information or items under this Order.

22 2.3 **“CONFIDENTIAL” Information or Items:** information (regardless of
23 how it is generated, stored or maintained) or tangible things that qualify for protection
24 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
25 Cause Statement.

26 2.4 **Counsel:** Outside Counsel of Record and House Counsel (as well as their
27 support staff), including counsel of record for the parties to this civil litigation and
28 their support staff.

1 2.5 **Designating Party:** a Party or Non-Party that designates information or
2 items that it produces in disclosures or in responses to discovery as
3 "CONFIDENTIAL."

4 2.6 **Disclosure or Discovery Material:** all items or information, regardless
5 of the medium or manner in which it is generated, stored, or maintained (including,
6 among other things, testimony, transcripts, and tangible things), that are produced or
7 generated in disclosures or responses to discovery in this matter.

8 2.7 **Expert:** a person with specialized knowledge or experience in a matter
9 pertinent to the litigation who has been retained by a Party or its counsel to serve as
10 an expert witness or as a consultant in this Action.

11 2.8 **House Counsel:** attorneys who are employees of a party to this Action.
12 House Counsel does not include Outside Counsel of Record or any other outside
13 counsel.

14 2.9 **Non-Party:** any natural person, partnership, corporation, association, or
15 other legal entity not named as a Party to this action.

16 2.10 **Outside Counsel of Record:** attorneys who are not employees of a party
17 to this Action but are retained to represent or advise a party to this Action and have
18 appeared in this Action on behalf of that party or are affiliated with a law firm which
19 has appeared on behalf of that party, and includes support staff.

20 2.11 **Party:** any party to this Action, including all of its officers, directors,
21 employees, consultants, retained experts, and Outside Counsel of Record (and their
22 support staffs).

23 2.12 **Producing Party:** a Party or Non-Party that produces Disclosure or
24 Discovery Material in this Action.

25 2.13 **Professional Vendors:** persons or entities that provide litigation support
26 services (e.g., photocopying, videotaping, translating, preparing exhibits or
27 demonstrations, and organizing, storing, or retrieving data in any form or medium)
28 and their employees and subcontractors.

1 2.14 **Protected Material:** any Disclosure or Discovery Material that is
2 designated as “CONFIDENTIAL.”

3 2.15 **Receiving Party:** a Party that receives Disclosure or Discovery
4 Material from a Producing Party.

5 3. **SCOPE**

6 The protections conferred by this Stipulation and Order cover not only
7 protected Material (as defined above), but also (1) any information copied or extracted
8 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
9 Protected Material; and (3) any testimony, conversations, or presentations by Parties
10 or their Counsel that might reveal Protected Material.

11 Any use of Protected Material at trial shall be governed by the orders of the
12 trial judge. This Order does not govern the use of Protected Material at trial.

13 4. **DURATION**

14 The information that was designated as confidential or maintained pursuant to
15 this protective order presumptively becomes public once it becomes part of the
16 judicial record, either as part of a dispositive filing and/or once a case proceeds to
17 trial, unless compelling reasons supported by specific factual findings to proceed
18 otherwise are made to the trial judge in advance. See *Kamakana v. City and County*
19 *of Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause”
20 showing for sealing documents produced in discovery from “compelling reasons”
21 standard when merits-related documents are part of court record). Accordingly, the
22 terms of this protective order do not extend beyond the commencement of the trial.

23 Even after final disposition of this litigation, the confidentiality obligations
24 imposed by this Order shall remain in effect until a Designating Party agrees
25 otherwise in writing or a court order otherwise directs. Final disposition shall be
26 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
27 or without prejudice; and (2) final judgment herein after the completion and
28 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,

1 including the time limits for filing any motions or applications for extension of time
2 pursuant to applicable law.

3 **5. DESIGNATING PROTECTED MATERIAL**

4 **5.1 Exercise of Restraint and Care in Designating Material for**
5 **Protection.** Each Party or Non-Party that designates information or items for
6 protection under this Order must take care to limit any such designation to specific
7 material that qualifies under the appropriate standards. The Designating Party must
8 designate for protection only those parts of material, documents, items, or oral or
9 written communications that qualify so that other portions of the material, documents,
10 items, or communications for which protection is not warranted are not swept
11 unjustifiably within the ambit of this Order.

12 Mass, indiscriminate, or routinized designations are prohibited. Designations
13 that are shown to be clearly unjustified or that have been made for an improper
14 purpose (e.g., to unnecessarily encumber the case development process or to impose
15 unnecessary expenses and burdens on other parties) may expose the Designating
16 Party to sanctions.

17 If it comes to a Designating Party's attention that information or items that it
18 designated for protection do not qualify for protection, that Designating Party must
19 promptly notify all other Parties that it is withdrawing the inapplicable designation.

20 **5.2 Manner and Timing of Designations.** Except as otherwise provided in
21 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
22 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
23 under this Order must be clearly so designated before the material is disclosed or
24 produced.

25 Designation in conformity with this Order requires:

26 (a) for information in documentary form (e.g., paper or electronic
27 documents, but excluding transcripts of depositions or other pretrial or trial
28 proceedings), that the Producing Party affix at a minimum, the legend

1 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
2 contains protected material. If only a portion or portions of the material on a page
3 qualifies for protection, the Producing Party also must clearly identify the protected
4 portion(s) (e.g., by making appropriate markings in the margins).

5 A Party or Non-Party that makes original documents available for inspection
6 need not designate them for protection until after the inspecting Party has indicated
7 which documents it would like copied and produced. During the inspection and
8 before the designation, all of the material made available for inspection shall be
9 deemed “CONFIDENTIAL.” After the inspecting Party has identified the
10 documents it wants copied and produced, the Producing Party must determine which
11 documents, or portions thereof, qualify for protection under this Order. Then, before
12 producing the specified documents, the Producing Party must affix the
13 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a
14 portion or portions of the material on a page qualifies for protection, the Producing
15 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
16 markings in the margins).

17 (b) for testimony given in depositions that the Designating Party
18 identify the Disclosure or Discovery Material on the record, before the close of the
19 deposition all protected testimony.

20 (c) for information produced in some form other than documentary
21 and for any other tangible items, that the Producing Party affix in a prominent place
22 on the exterior of the container or containers in which the information is stored the
23 legend “CONFIDENTIAL.” If only a portion or portions of the information warrants
24 protection, the Producing Party, to the extent practicable, shall identify the protected
25 portion(s).

26 5.3 **Inadvertent Failures to Designate.** If timely corrected, an inadvertent
27 failure to designate qualified information or items does not, standing alone, waive the
28 Designating Party’s right to secure protection under this Order for such material.

1 Upon timely correction of a designation, the Receiving Party must make reasonable
2 efforts to assure that the material is treated in accordance with the provisions of this
3 Order.

4 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

5 6.1 **Timing of Challenges.** Any Party or Non-Party may challenge a
6 designation of confidentiality at any time that is consistent with the Court's
7 Scheduling Order.

8 6.2 **Meet and Confer.** The Challenging Party shall initiate the dispute
9 resolution process under Local Rule 37.1 et seq.

10 6.3 **Burden of Persuasion.** The burden of persuasion in any such challenge
11 proceeding shall be on the Designating Party. Frivolous challenges, and those made
12 for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens
13 on other parties) may expose the Challenging Party to sanctions. Unless the
14 Designating Party has waived or withdrawn the confidentiality designation, all parties
15 shall continue to afford the material in question the level of protection to which it is
16 entitled under the Producing Party's designation until the Court rules on the challenge.

17 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

18 7.1 **Basic Principles.** A Receiving Party may use Protected Material that is
19 disclosed or produced by another Party or by a Non-Party in connection with this
20 Action only for prosecuting, defending, or attempting to settle this Action. Such
21 Protected Material may be disclosed only to the categories of persons and under the
22 conditions described in this Order. When the Action has been terminated, a Receiving
23 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

24 Protected Material must be stored and maintained by a Receiving Party at a
25 location and in a secure manner that ensures that access is limited to the persons
26 authorized under this Order.

27 7.2 **Disclosure of “CONFIDENTIAL” Information or Items.** Unless
28 otherwise ordered by the court or permitted in writing by the Designating Party, a

1 Receiving Party may disclose any information or item designated
2 "CONFIDENTIAL" only to:

3 (a) The parties to the Action;
4 (b) The Receiving Party's Outside Counsel of Record in this Action,
5 as well as employees of said Outside Counsel of Record to whom it is reasonably
6 necessary to disclose the information for this Action;

7 (c) The officers, directors, and employees (including House Counsel)
8 of the Receiving Party to whom disclosure is reasonably necessary for this Action;

9 (d) Experts (as defined in this Order) of the Receiving Party to whom
10 disclosure is reasonably necessary for this Action and who have signed the
11 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

12 (e) The court and its personnel;

13 (f) Court reporters and their staff;

14 (g) Professional jury or trial consultants, mock jurors, and
15 Professional Vendors to whom disclosure is reasonably necessary for this Action and
16 who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

17 (h) The author or recipient of a document containing the information
18 or a custodian or other person who otherwise possessed or knew the information;

19 (i) During their depositions, witnesses ,and attorneys for witnesses,
20 in the Action to whom disclosure is reasonably necessary provided: (1) the deposing
21 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they
22 will not be permitted to keep any confidential information unless they sign the
23 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise
24 agreed by the Designating Party or ordered by the court. Pages of transcribed
25 deposition testimony or exhibits to depositions that reveal Protected Material may be
26 separately bound by the court reporter and may not be disclosed to anyone except as
27 permitted under this Stipulated Protective Order; and

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(j) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

7.3 Retention of “Acknowledgment and Agreement to Be Bound”.

4 Counsel making the disclosure to any qualified person described herein shall retain
5 the original executed copy of the Nondisclosure Agreement until sixty (60) days after
6 this litigation has become final, including any appellate review, and monitoring of an
7 injunction. Counsel for the Receiving Party shall maintain all signed Nondisclosure
8 Agreements and shall produce the original signature page upon reasonable written
9 notice from opposing counsel. If an issue arises regarding a purported unauthorized
10 disclosure of Confidential Information, upon noticed motion of contempt filed by the
11 Designating Party, counsel for the Receiving Party may be required to file the signed
12 Nondisclosure Agreements, as well as a list of the disclosed materials, in camera with
13 the Court having jurisdiction of the Stipulation

14 || 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED

15 | PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as "CONFIDENTIAL," that Party must:

25 (c) cooperate with respect to all reasonable procedures sought to be
26 pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this

1 action as “CONFIDENTIAL” before a determination by the court from which the
2 subpoena or order issued, unless the Party has obtained the Designating Party’s
3 permission. The Designating Party shall bear the burden and expense of seeking
4 protection in that court of its confidential material and nothing in these provisions
5 should be construed as authorizing or encouraging a Receiving Party in this Action
6 to disobey a lawful directive from another court.

7 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
PRODUCED IN THIS LITIGATION**

9 9.1 **Application.** The terms of this Order are applicable to information
10 produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such
11 information produced by Non-Parties in connection with this litigation is protected by
12 the remedies and relief provided by this Order. Nothing in these provisions should be
13 construed as prohibiting a Non-Party from seeking additional protections.

14 9.2 **Notification.** In the event that a Party is required, by a valid discovery
15 request, to produce a Non-Party’s confidential information in its possession, and the
16 Party is subject to an agreement with the Non-Party not to produce the Non-Party’s
17 confidential information, then the Party shall:

18 (a) promptly notify in writing the Requesting Party and the Non-Party
19 that some or all of the information requested is subject to a confidentiality agreement
20 with a Non-Party;

21 (b) promptly provide the Non-Party with a copy of the Stipulated
22 Protective Order in this Action, the relevant discovery request(s), and a reasonably
23 specific description of the information requested; and

24 (c) make the information requested available for inspection by the
25 Non-Party, if requested.

26 9.3 **Conditions of Production.** If the Non-Party fails to seek a protective
27 order from this court within fourteen (14) days of receiving the notice and
28 accompanying information, the Receiving Party may produce the Non-Party’s

1 confidential information responsive to the discovery request. If the Non-Party timely
2 seeks a protective order, the Receiving Party shall not produce any information in its
3 possession or control that is subject to the confidentiality agreement with the Non-
4 Party before a determination by the court. Absent a court order to the contrary, the
5 Non-Party shall bear the burden and expense of seeking protection in this court of its
6 Protected Material.

7 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

8 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
9 Protected Material to any person or in any circumstance not authorized under this
10 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
11 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
12 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
13 persons to whom unauthorized disclosures were made of all the terms of this Order,
14 and (d) request such person or persons to execute the “Acknowledgment and
15 Agreement to Be Bound” that is attached hereto as Exhibit A.

16 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
PROTECTED MATERIAL

17 When a Producing Party gives notice to Receiving Parties that certain
18 inadvertently produced material is subject to a claim of privilege or other protection,
19 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
20 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
21 may be established in an e-discovery order that provides for production without
22 prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar
23 as the parties reach an agreement on the effect of disclosure of a communication or
24 information covered by the attorney-client privilege or work product protection, the
25 parties may incorporate their agreement in the stipulated protective order submitted
26 to the court.
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1 12. **MISCELLANEOUS**

2 12.1 **Right to Further Relief.** Nothing in this Order abridges the right of any
3 person to seek its modification by the Court in the future.

4 12.2 **Right to Assert Other Objections.** By stipulating to the entry of this
5 Protective Order no Party waives any right it otherwise would have to object to
6 disclosing or producing any information or item on any ground not addressed in this
7 Stipulated Protective Order. Similarly, no Party waives any right to object on any
8 ground to use in evidence of any of the material covered by this Protective Order.

9 12.3 **Filing Protected Material.** A Party that seeks to file under seal any
10 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
11 only be filed under seal pursuant to a court order authorizing the sealing of the specific
12 Protected Material at issue. If a Party's request to file Protected Material under seal is
13 denied by the court, then the Receiving Party may file the information in the public
14 record unless otherwise instructed by the court.

15 13. **FINAL DISPOSITION**

16 After the final disposition of this Action, within 60 days of a written request
17 by the Designating Party, each Receiving Party must return all Protected Material to
18 the Producing Party or destroy such material. As used in this subdivision, “all
19 Protected Material” includes all copies, abstracts, compilations, summaries, and any
20 other format reproducing or capturing any of the Protected Material. Whether the
21 Protected Material is returned or destroyed, the Receiving Party must submit a
22 written certification to the Producing Party (and, if not the same person or entity, to
23 the Designating Party) by the 60 day deadline that (1) identifies (by category, where
24 appropriate) all the Protected Material that was returned or destroyed and (2) affirms
25 that the Receiving Party has not retained any copies, abstracts, compilations,
26 summaries or any other format reproducing or capturing any of the Protected
27 Material. Notwithstanding this provision, Counsel are entitled to retain an archival
28 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal

1 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
2 work product, and consultant and expert work product, even if such materials
3 contain Protected Material. Any such archival copies that contain or constitute
4 Protected Material remain subject to this Protective Order as set forth in Section 4
5 (DURATION).

6 **14. VIOLATION**

7 Any violation of this Order may be punished by any and all appropriate
8 measures including, without limitation, contempt proceedings and/or monetary
9 sanctions.

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11 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

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13 DATED: June 5, 2025



14 JOHN D. EARLY
15 United States Magistrate Judge
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of _____ **[insert formal name of the case and the number and initials assigned to it by the court]**. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

22 | Date:

23 | City and State where sworn and signed:

24 Printed name:

25 || Signature: